

Deferred Purchase Money

DEED OF TRUST

Record for "Deed" JAN 12 1982 11:44 A M State Day Recorded & Paid per Charles E. Keller, CLU

THIS DEED OF TRUST is made this 6th day of January 1982., among the Grantor, S., JOHN L. CURLIS and PYONG HUI CURLIS (herein "Borrower"), EDWIN F. NIKIRK and EDWIN F. NIKIRK, II, (herein "Trustee"), and the Beneficiary, ELLA L. BUSSARD, a corporation organized and existing under the laws of Maryland, whose address is Box 27N, Route 1, Iiamsville, Maryland 21754 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Frederick, State of Maryland:

See Exhibit "A" attached hereto and made a part hereof.

The term "Borrower", whenever used in this Deed of Trust, shall mean the "Grantor".

The term "Lender", whenever used in this Deed of Trust, shall mean "the holder of the notes secured by this Deed of Trust".

which has the address of Route 75, New Market, Maryland (Street) (City) (herein "Property Address"); (State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated January 5, 1982 (herein "Note"), in the principal sum of Fifty-eight Thousand Four Hundred Dollars; with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1991; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.